EXHIBIT C

SAO88 (Rev. 12/06) Subpoena in a Civil Case

Issued by the

I burner C	To A man Drame	STOR COTT	
UNITED S	STATES DIST	RICT COUR	.T
	_ DISTRICT OF	1 -	Delaware
Richard A. Hadsell V.	3	SUBPOENA IN	A CIVIL CASE
Mandarich Law Group, LLP, et al.		Case Number:1	12-CV-0235 L(RBB)
TO: FIA Card Services, N.A. 1100 King Street Wilmingon, DE 19801		Southern Di	strict of California
☐ YOU ARE COMMANDED to appear in the testify in the above case.	United States District	court at the place,	date, and time specified below to
PLACE OF TESTIMONY			COURTROOM
			DATE AND TIME
YOU ARE COMMANDED to appear at the in the above case.	place, date, and time sp	ecified below to te	estify at the taking of a deposition
PLACE OF DEPOSITION 1000 NW St., Ste. 1200, Wilm	nington, DE 19801		DATE AND TIME August 23, 2012 at 9:00 a.m.
YOU ARE COMMANDED to produce and p place, date, and time specified below (list do See Attached Deposition Notice	permit inspection and concuments or objects):	opying of the follo	wing documents or objects at the
PLACE			DATE AND TIME August 23, 2012 at 9:00 a.m.
YOU ARE COMMANDED to permit inspec	ction of the following p	remises at the date	e and time specified below.
PREMISES			DATE AND TIME
Any organization not a party to this suit that is sub directors, or managing agents, or other persons who co matters on which the person will testify. Federal Rule	onsent to testify on its be	half, and may set for	designate one or more officers, rth, for each person designated, the
	PLATA TIFE	F OR DEFENDANT)	DATE July 30, 2012
issuing officer s Name, address and phone numbi Joshua B. Swigart, Esq. Hyde & Swigart	ER 411 Camino Del Rio Telephone (619) 233		San Diego, CA 92108
(See Rule 45, Federal Rules	of Civil Procedure, Subdivisions (c	, (d), and (e), on next page)	

¹ If action is pending in district other than district of issuance, state district under case number.

AO88 (Řev. 12/06) Subpoena in a Civil	Case		
		PROOF OF SEE	RVICE
	DATE	PLAC	
SERVED			
SERVED ON (PRINT NAME)	9		MANNER OF SERVICE
SERVED BY (PRINT NAME)		<u></u>	TITLE
£	DEG	CLARATION O	F SERVER
I declare under penalty of p in the Proof of Service is true	erjury under the lav and correct.	ws of the United S	tates of America that the foregoing information contained
Executed on	DATE		SIGNATURE OF SERVER
			ADDRESS OF SERVER

Rule 45, Federal Rules of Civil Procedure, Subdivisions (c), (d), and (e), as amended on December 1, 2006:

(c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection, copying, testing, or sampling of designated electronically stored information, books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection, copying, testing, or sampling may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to producing any or all of the designated materials or inspection of the premises — or to producing electronically stored information in the form or forms requested. If objection is made, the party serving the subpoena shall not be entitled to inspect, copy, test, or sample the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production, inspection, copying, testing, or sampling. Such an order to compel shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection, copying, testing, or sampling commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance;

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held;

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party or an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) DUTIES IN RESPONDING TO SUBPOENA.

(1) (A) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(B) If a subpoena does not specify the form or forms for producing electronically stored information, a person responding to a subpoena must produce the information in a form or forms in which the person ordinarily maintains it or in a form or forms that are reasonably

(C) A person responding to a subpoena need not produce the same electronically stored information in more than one form.

(D) A person responding to a subpoena need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or to quash, the person from whom discovery is sought must show that the information sought is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) (A) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial-preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

(B) If information is produced in response to a subpoena that is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has and may not use or disclose the information until the claim is resolved. A receiving party may promptly present the information to the court under seal for a determination of the claim. If the receiving party disclosed the information before being notified, it must take reasonable steps to retrieve it. The person who produced the information must preserve the information until the claim is resolved.

(e) CONTEMPT. Failure of any person without adequate excuse to obey a subpoena served upon that person may be deemed a contempt of the court from which the subpoena issued. An adequate cause for failure to obey exists when a subpoena purports to require a nonparty to attend or produce at a place not within the limits provided by clause (ii) of subparagraph (c)(3)(A).

Joshua B. Swigart, Esq. (SBN: 225557) josh@westcoastlitigation.com 1 Robert L. Hyde, Esq. (SBN: 227183) 2 bob@westcoastlitigation.com 3 HYDE & SWIGART 411 Camino Del Rio South, Suite 301 4 San Diego, CA 92108 Telephone: (619) 233-7770 5 Facsimile: (619) 297-1022 6 Attorneys for Plaintiff 7 8 9 UNITED STATES DISTRICT COURT 10 SOUTHERN DISTRICT OF CALIFORNIA 11 Case No.: 12-CV-0235-L-RBB 12 Richard A. Hadsell, 13 PLAINTIFF'S NOTICE OF HYDE & SWIGART Riverside, California Plaintiff, TAKING DEPOSITION OF 14 V. FIA CARD SERVICES, N.A.'S 15 PERSON MOST Mandarich Law Group, LLP and KNOWLEDGEABLE 16 CACH, LLC, PURSUANT TO FED.R.CIV.P. 17 30(b)(6)Defendants. 18 Date: August 23, 2012 Time: 9:00 a.m. EST 19 REGUS Location: 1000 NW St., Ste. 1200 20 Wilmington, DE, 19801 21 (302) 295-4800 22 23 24

TO: FIA CARD SERVICES, N.A. and its ATTORNEY OF RECORD:

PLEASE TAKE NOTICE that, pursuant to Fed.R.Civ.P. 30(b)(6), on August 23, 2012 at 9:00 a.m EST and continuing until completed, at REGUS 1000 NW St., Ste. 1200 Wilmington, DE, 19801, Plaintiff, through counsel, will take the deposition

PLAINTIFF'S NOTICE OF FIA CARD SERVICES, N.A. DEPOSITION - 1 of 7-

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12-CV-0235-L-RBB

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under oath of FIA Card Services, N.A.'s person most knowledgeable before a court reporter qualified under Fed.R.Civ.P. 28.

PLEASE TAKE FURTHER NOTICE that FIA Card Services, N.A.'s person most knowledgeable must be prepared to testify regarding matters known or reasonably available to her including, but not limited to, the following:

- Any and all correspondence sent from FIA Card Services, N.A., it's agents, 1. employees, and other parties working on FIA Card Services, N.A.'s behalf, to Plaintiff Richard A. Hadsell concerning any and all accounts held with, or formerly held, by FIA Card Services, N.A. associated with Richard A. Hadsell, including but not limited to account numbers 5466330999349340, 5466330012681158, and 5490356011287588;
- Any and all correspondence sent from Plaintiff, Richard A. Hadsell, to FIA Card 2. Services, N.A., it's agents, employees, and other parties working on FIA Card Services, N.A.'s behalf, concerning any and all accounts held with, or formerly held, by FIA Card Services, N.A. associated with Richard A. Hadsell, including but not limited to account numbers 5466330999349340, 5466330012681158, and 5490356011287588;
- Any and all communications between FIA Card Services, N.A. and any CACH, 3. LLC employees, agents, or other parties associated with CACH, LLC regarding any and all accounts held with, or formerly held, by FIA Card Services, N.A. associated with Richard A. Hadsell, including but not limited to account numbers 5466330999349340, 5466330012681158, and 5490356011287588;
- Information concerning the creation of any contract existing between Plaintiff, 4. Richard A. Hadsell and FIA Card Services, N.A. concerning any and all accounts held with, or formerly held, by FIA Card Services, N.A. associated with Richard A. Hadsell, including but not limited to account numbers 5466330999349340, 5466330012681158, and 5490356011287588;
- The terms of any and all contractual terms which governed any relationship 5. between Plaintiff, Richard A. Hadsell and FIA Card Services, N.A. concerning

- 6. Facts surrounding the modification of any contract that existed between Plaintiff, Richard A. Hadsell and FIA Card Services, N.A. concerning any and all accounts held with, or formerly held, by FIA Card Services, N.A. associated with Richard A. Hadsell, including but not limited to account numbers 5466330999349340, 5466330012681158, and 5490356011287588;
- 7. Facts surrounding the creation of any Account Stated between Plaintiff, Richard A. Hadsell and FIA Card Services, N.A. concerning any and all accounts held with, or formerly held, by FIA Card Services, N.A. associated with Richard A. Hadsell, including but not limited to account numbers 5466330999349340, 5466330012681158, and 5490356011287588;
- 8. Information surrounding any documentation evidencing the creation of any Account Stated between Plaintiff, Richard A. Hadsell and FIA Card Services, N.A. any and all accounts held with, or formerly held, by FIA Card Services, N.A. associated with Richard A. Hadsell, including but not limited to account numbers 5466330999349340, 5466330012681158, and 5490356011287588;
- 9. Information surrounding the sale and/or assignment by FIA Card Services, N.A., or related entity, to CACH, LLC, or related entity, of Plaintiff, Richard A. Hadsell and FIA Card Services, N.A. concerning any and all accounts held with, or formerly held, by FIA Card Services, N.A. associated with Richard A. Hadsell, including but not limited to account numbers 5466330999349340, 5466330012681158, and 5490356011287588;
- 10. Any supporting documentation provided to CACH, LLC, or related entity, surrounding the sale and/or assignment by FIA Card Services, N.A., or related entity, to CACH, LLC, or related entity, of Plaintiff, Richard A. Hadsell and FIA Card Services, N.A. concerning any and all accounts held with, or formerly held, by FIA Card Services, N.A. associated with Richard A. Hadsell, including but

not limited to account numbers 5466330999349340, 5466330012681158, and 5490356011287588;;

DOCUMENT REQUESTS

Pursuant to Rule 34 of the Federal Rules of Civil Procedure, Plaintiff requests that FIA Card Services, N.A., produce within thirty (30) days, the DOCUMENTS requested herein and permit Plaintiff's attorneys to inspect and copy such DOCUMENTS.

- 1. Any and all correspondence sent from FIA Card Services, N.A., it's agents, employees, and other parties working on FIA Card Services, N.A.'s behalf, to Plaintiff Richard A. Hadsell concerning any and all accounts held with, or formerly held, by FIA Card Services, N.A. associated with Richard A. Hadsell, including but not limited to account numbers 5466330999349340, 5466330012681158, and 5490356011287588;
- 2. Any and all correspondence sent from Plaintiff, Richard A. Hadsell, to FIA Card Services, N.A., it's agents, employees, and other parties working on FIA Card Services, N.A.'s behalf, concerning any and all accounts held with, or formerly held, by FIA Card Services, N.A. associated with Richard A. Hadsell, including but not limited to account numbers 5466330999349340, 5466330012681158, and 5490356011287588;
- 3. Any and all communications between FIA Card Services, N.A. and any CACH, LLC employees, agents, or other parties associated with CACH, LLC regarding any and all accounts held with, or formerly held, by FIA Card Services, N.A. associated with Richard A. Hadsell, including but not limited to account numbers 5466330999349340, 5466330012681158, and 5490356011287588;
- 4. Any and all documents containing information concerning the creation of any contract existing between Plaintiff, Richard A. Hadsell and FIA Card Services, N.A. concerning any and all accounts held with, or formerly held, by FIA Card Services, N.A. associated with Richard A. Hadsell, including but not limited to

- 5. Any and all documents containing information concerning the terms of any and all contractual terms which governed any relationship between Plaintiff, Richard A. Hadsell and FIA Card Services, N.A. concerning any and all accounts held with, or formerly held, by FIA Card Services, N.A. associated with Richard A. Hadsell, including but not limited to account numbers 5466330999349340, 5466330012681158, and 5490356011287588;
- 6. Any and all documents containing information concerning facts surrounding the modification of any contract that existed between Plaintiff, Richard A. Hadsell and FIA Card Services, N.A. concerning any and all accounts held with, or formerly held, by FIA Card Services, N.A. associated with Richard A. Hadsell, including but not limited to account numbers 5466330999349340, 5466330012681158, and 5490356011287588;
- 7. Any and all documents containing information concerning facts surrounding the creation of any Account Stated between Plaintiff, Richard A. Hadsell and FIA Card Services, N.A. concerning any and all accounts held with, or formerly held, by FIA Card Services, N.A. associated with Richard A. Hadsell, including but not limited to account numbers 5466330999349340, 5466330012681158, and 5490356011287588;
- 8. Any and all documents containing information surrounding any documentation evidencing the creation of any Account Stated between Plaintiff, Richard A. Hadsell and FIA Card Services, N.A. concerning any and all accounts held with, or formerly held, by FIA Card Services, N.A. associated with Richard A. Hadsell, including but not limited to account numbers 5466330999349340, 5466330012681158, and 5490356011287588;
- 9. Any and all documents containing information surrounding the sale and/or assignment by FIA Card Services, N.A., or related entity, to CACH, LLC, or related entity, of Plaintiff, Richard A. Hadsell and FIA Card Services, N.A.

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- concerning any and all accounts held with, or formerly held, by FIA Card Services, N.A. associated with Richard A. Hadsell, including but not limited to account numbers 5466330999349340, 5466330012681158, and 5490356011287588;
- 10. Any and all documents containing information concerning any supporting documentation provided to CACH, LLC, or related entity, surrounding the sale and/or assignment by FIA Card Services, N.A., or related entity, to CACH, LLC, or related entity, of Plaintiff, Richard A. Hadsell and FIA Card Services, N.A. concerning any and all accounts held with, or formerly held, by FIA Card Services, N.A. associated with Richard A. Hadsell, including but not limited to account numbers 5466330999349340, 5466330012681158, and 5490356011287588;
- 11. All documents evidencing any contract(s) between FIA Card Services, N.A. and Plaintiff, Richard A. Hadsell concerning any and all accounts held with, or formerly held, by FIA Card Services, N.A. associated with Richard A. Hadsell, including but not limited to account numbers 5466330999349340, 5466330012681158, and 5490356011287588;
- 12. All documents evidencing the existence of a cause of action of Open Book Account between FIA Card Services, N.A. and Plaintiff, Richard A. Hadsell concerning any and all accounts held with, or formerly held, by FIA Card Services, N.A. associated with Richard A. Hadsell, including but not limited to account numbers 5466330999349340, 5466330012681158, and 5490356011287588;
- 13. All documents evidencing the existence of a cause of action of Account Stated between FIA Card Services, N.A. and Plaintiff, Richard A. Hadsell concerning any and all accounts held with, or formerly held, by FIA Card Services, N.A. associated with Richard A. Hadsell, including but not limited to account numbers 5466330999349340, 5466330012681158, and 5490356011287588;

HYDE & SWIGART

Hadsell v. Mandarich Law Group, LLP and CACH, LLC United States District Court Southern District of California Case No. 12-CV-0235-L-RBB

PROOF OF SERVICE

I, the undersigned, declare as follows:

I am over the age of eighteen years and not a party to the case. I am employed in the County of San Diego, California where the mailing occurs: My business address is 411 Camino Del Rio South, Suite 301, San Diego, CA 92108. I am readily familiar with our business' practice of collecting, processing and mailing of correspondence and pleadings for mail with the United Postal Service.

On the date below served the following document(s):

Subpoena in a Civil Case

Plaintiff's Notice of Taking Deposition of FIA Card Services, N.A.'s Person Most Knowledgeable Pursuant to Fed. R. Civ. P. 30(b)(6)

On the interested parties in said case addressed as follows:

David J. Kaminski Carlson & Messer 5959 West Century Boulevard, Suite 121 Los Angeles, CA 90045	Nicole Strickler Messer & Stilp, Ltd 166 W. Washington Street, Suite 300 Chicago, IL 60602
5959 West Century Boulevard, Suite 1214	

- [X] BY MAIL, by placing a copy thereof in a separate envelope for each addressee named above, addressed to each addressee respectively, and then sealed each envelope and, with the postage thereon fully prepaid, deposited each in the United States mail at San Diego, California in accordance with our business' practice.
- BY PERSONAL SERVICE, by placing a copy thereof in a separate envelope for each addressee named above, addressed to each such addressee respectively, and caused such envelope to be [] delivered by hand to the offices of addressee.
- BY FACSIMILE, this document was transmitted by facsimile transmission from (619) 297-1022 and transmission was reported as complete and without error. A copy of the transmission report is attached to this affidavit.
- ELECTRONICALLY, this document was transmitted by the Internet from our office. [X]

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on July 30, 2012, at San Diego, California.

Viviana Salazar Sherphan

ReedSmith

Barbara K. Hager

Direct Phone: +1 215 851 8864 Email: bhager@reedsmith.com Reed Smith LLP 2500 One Liberty Place 1650 Market Street Philadelphia, PA 19103-7301 +1 215 851 8100 Fax +1 215 851 1420 reedsmith.com

September 25, 2012

VIA OVERNIGHT MAIL

Joshua B. Swigart Hyde & Swigart 411 Camino Del Rio South Suite 301 San Diego, CA 92108

RE: Richard Hadsell v. Mandarich Law Group LLP et al.

Dear Joshua:

Enclosed please find the documents Bates labeled FIA001-FIA161 which are being produced in response to the third-party subpoena issued in the above-referenced matter. Kindly confirm that this resolves the third-party subpoena.

Also enclosed is an invoice payable to Bank of America, N.A. for their costs incurred in responding to your request. Kindly remit payment of same to my office for forwarding to my client.

Very truly yours

Barbara K. Hager

BKH:rt

w/enclosures

cc: David J. Kaminski

Nicole Strickler

Greetings! We have enclosed your new



RICHARD A HADSELL PO BOX 2041 442 KEMPTON ST SPRING VALLEY CA 91979-204141 BONUS POINTS

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From the moment you call to activate your card, you will have immediate access to your credit line for purchases and cash advances. Use it for all your purchases, and earn valuable WorldPoints every time. You'll also enjoy exclusive benefits, including Zero Liability Fraud Protection against unauthorized use and extra cards for others you trust—all at no additional cost. Add to that award-winning 24-hour Customer satisfaction, online point redemption, and access to your account information at bankofamerica.com/worldpoints, and you'll see why this card consistently receives top honors from industry experts.

Read on—you'll find up-to-date details about your account benefits! Important phone numbers are also provided for quick reference. To make the most of your new card(s), please review these materials and keep them in a safe place for future reference.

We look forward to serving all your credit card needs!

P.S. — Reward yourself with cash, travel, hotel stays, brand-name merchandise, gift certificates from top retailers, and more! It's simple. You'll earn one point for every dollar in purchases charged to this credit card. Start earning points today! Visit www.bankofamerica.com/worldpoints for details.

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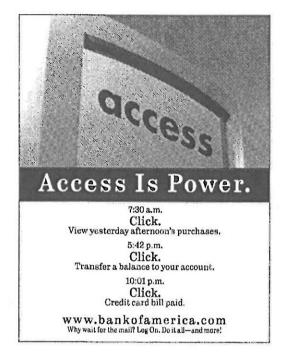
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- · Electronic bill-payment scheduling
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- Travel Assistance Services Medical Protection
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- Pay-by-Phone service available at 1-800-685-9628



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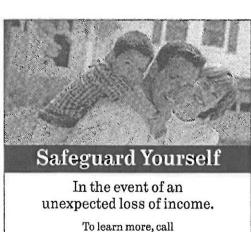
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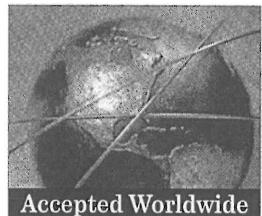
*This account may not be used to make a payment on any account issued by FIA Card Services, N.A. or any credit card account issued by Bank of America. Attempts to use account checks in such a manner will result in a Returned Payment Fee as described in your Credit Card

Agreement.
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